

EXHIBIT 2

STATE OF OKLAHOMA
Comanche County
FILED in the
IN THE DISTRICT COURT OF COMANCHE COUNTY Office of the Court Clerk
STATE OF OKLAHOMA

NOV 29 2016

BETTY MILLER,

)

By _____

Plaintiff,
v.

)

Deputy

GEICO INDEMNITY COMPANY;
Defendant.

)

)

)

)

)

)

)

)

)

Case No: C-2016-756
Barbara L. Smith

P E T I T I O N

COMES NOW Plaintiff, Betty Miller, and for her cause of action states as follows:

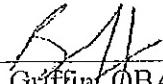
1. On or about November 25, 2013, Plaintiff was injured in an automobile accident at United States Highway 62 and County Road (Indiahoma Road), Comanche County, Indiahoma, Oklahoma.
2. The collision described above was a direct result of the negligence of driver Bailey Jackson in that he failed to exercise reasonable care in operating the vehicles he was driving.
3. Plaintiff has incurred medical expenses, loss of earnings, physical pain and suffering, mental pain and suffering, and property damage.
4. That at the time of the aforementioned collision, a policy of insurance was in full force and effect between the Plaintiff and Defendant, Geico Indemnity Company. The aforementioned insurance contract between Plaintiff and Defendant also contained a provision for, among other things, uninsured and/or underinsured motorist coverage.

5. Defendant, Geico Indemnity Company, has refused to uphold the terms of the policy and other damages as provided by law as it is required to do under the terms of the subject insurance policy.
6. Defendant Geico Indemnity Company has breached its contract with Plaintiff.
7. Through its refusal to uphold the terms of its policy, Defendant Geico Indemnity Company has failed to deal fairly and in good faith with their insured.
8. Plaintiff has suffered emotional distress as a result of Defendant Geico Indemnity Company's refusal to uphold the terms of its policy.
9. Defendant Geico Indemnity Company's refusal to uphold the terms of its policy represents an intentional and calculated act of bad faith. As a result of Defendant Geico Indemnity Company's tortuous misconduct, Plaintiff is entitled to recover punitive damages from Defendant Geico Indemnity Company in an amount sufficient to adequately punish them, and in an amount sufficient to promote the underlying policies supporting the award of such damages in appropriate cases.
10. Plaintiff is entitled to recover actual and punitive damages from Defendant in an amount exceeding the sum of \$10,000.00, exclusive of interest and costs.

WHEREFORE, premises considered, Plaintiff prays for judgment from Defendant for compensatory and punitive damages, together with interest, costs, attorney's fees, and any other relief this Court deems just and equitable.

Respectfully submitted,

GRiffin, REYNOLDS & ASSOCIATES



Billy D. Griffin, OBA No. 17945
Jason B. Reynolds, OBA No. 18132
GRiffin, REYNOLDS & ASSOCIATES
210 Southeast 89th Street
Oklahoma City, OK 73149
(405) 721-9500
(405) 721-9503 Facsimile
ATTORNEYS FOR PLAINTIFF

ATTORNEY LIEN CLAIMED